



BOULT • CUMMINGS
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REC'D TN
REGULATORY AUTHORITY

Jon E. Hastings
(615) 252-2306
Fax: (615) 252-6306
Email: ljhastings@boultcummings.com

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April 19, 2002

OFFICE OF THE
EXECUTIVE SECRETARY

David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: *Petition of MCI Metro Access Transmission Services, LLC and Brooks Fiber Communications of Tennessee, Inc. for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under Section 252 (b) of the Telecommunications Act of 1996*
Docket No. 00-00309


Dear Mr. Waddell:

Attached please find the original and thirteen copies of WorldCom's Best and Final Offer with respect to Issue 28 which we would appreciate your filing in the above-referenced docket.

Thank you for your attention to this matter.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By 
Jon E. Hastings

JEH/th

cc: Guy Hicks, Esq.

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

In re: Petition of MCImetro Access)
Transmission Services, LLC and Brooks)
Fiber Communication of Tennessee, Inc. for)
Arbitration of Certain Terms and Conditions)
of Proposed Agreement with BellSouth)
Telecommunications, Inc. Concerning)
Interconnection and Resale Under the)
Telecommunications Act of 1996)

Docket No. 00-00309

BEST AND FINAL OFFER OF WORLDCOM

MCImetro Access Transmission Services, LLC ("MCIIm") and Brooks Fiber Communication of Tennessee, Inc. ("Brooks Fiber") (also collectively referred to herein as "WorldCom") hereby submit their best and final offer to Issue 28 attached hereto (the best and final offer language is in bold).

RESPECTFULLY SUBMITTED this 19th day of April, 2002.



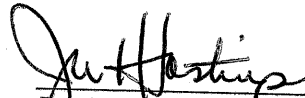
Jon E. Hastings
Boult, Cummings, Conners & Berry, PLC
414 Union Street, Suite 1600
P.O. Box 198062
Nashville, Tennessee 37219
(615) 252-2306

Susan Berlin
Dulaney L. O'Roark, III
MCI Worldcom, Inc.
Six Concourse Parkway, Suite 3200
Atlanta, Georgia 30328
(770) 284-5498

*Attorneys for MCImetro Access
Transmission Services, LLC and
Brooks Fiber Communications
of Tennessee, Inc.*

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing has been hand delivered or mailed to Guy M. Hicks, BellSouth Telecommunications, Inc., 333 Commerce Street, Suite 2101, Nashville, Tennessee 37201-3300 this the 19th day of April, 2002.


Jon E. Hastings

use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

13.6.13 When MCIm selects SCE/SMS AIN Access, BellSouth shall allow MCIm to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

13.7. Calling Name (CNAM) Database: The CNAM Database contains subscriber name and telephone number information used to show the calling party name of an incoming call on a display attached to the telephone of the terminating carrier's end user. Access to the CNAM database is available via two methods, as described below.

13.7.1 Calling Name (CNAM) Database Service, which accesses the CNAM database on a per query basis, shall be provided at the rates set forth in Attachment 1 to this Agreement. MCIm must provide to its account manager a written request with a requested activation date to activate this service. If MCIm is interested in requesting CNAM with volume and term pricing, MCIm must contact its account manager to request a separate CNAM volume and term Agreement.

13.7.2 In lieu of or in addition to the foregoing, upon MCIm's request, BellSouth shall provide to MCIm an electronic download of the CNAM Database for the state of Tennessee. Such download shall be provided via Connect:Direct, or upon mutual agreement, the Parties may elect to provide the download via another method of delivery. Such download shall be provided in accordance with the following:

13.7.2.1 Upon MCIm's written request, BellSouth shall develop a system through which BellSouth shall provide to MCIm a download of all the information described in this Section 13.7 for the state of Tennessee in BellSouth's Customer Name (CNAM) database. The downloaded information shall include only the information that would be accessible to MCIm on a per query basis.

13.7.2.1.1 The database download shall not include third party (e.g., ILEC, CLEC, and independent telephone company) subscriber records stored by BellSouth within its Customer Name (CNAM) database. **BellSouth shall make a good faith effort to obtain permission from third party carriers to include their subscriber records stored within BellSouth's CNAM database. Unless a third party carrier specifically prohibits BellSouth from identifying**

that carrier, BellSouth shall identify to MCIm which third party carriers do not give such permission, so that MCIm can approach such third party carriers to obtain the data.

13.7.2.2 Within ten (10) business days of MCIm's request, BellSouth shall submit to MCIm an estimate of the nonrecurring charge for development of the download process and the recurring charge for maintenance of the database and, **including costs for the screening of data not subject to the download pursuant to subsection 13.7.2.1.1**, if any, for updated downloads, and such estimate shall be in accordance with the procedure in Attachment 1 for developing new prices. MCIm will respond to BellSouth within thirty (30) days after receipt of the charges from BellSouth as to whether MCIm accepts the estimated charges and wishes to receive a detailed price quote. If MCIm elects to receive a detailed price quote, it shall so notify BellSouth in writing and BellSouth, within an additional twenty (20) days, shall submit to MCIm a firm price quote for the download, in accordance with Attachment 1. If MCIm elects to proceed with the download, MCIm shall notify BellSouth of such intent and shall pay to BellSouth the nonrecurring charges for systems development. If negotiations of a firm price are incomplete, MCIm may accept BellSouth's firm price quote as an interim rate, pursuant to subsection 1.4.1 of Attachment 1, and pay such interim rate, subject to retroactive true-up. Prior to transmission of the initial download, the Parties shall meet to establish appropriate business processes for downloads and updates of the data, including but not limited to initial download file size and anticipated update volume. If MCIm thereafter chooses to cancel its request for a download, BellSouth will return to MCIm that portion of the nonrecurring charges that BellSouth has not yet incurred as of the date of cancellation. BellSouth shall develop the system in accordance with a reasonable implementation schedule mutually agreed to by the Parties.

13.7.2.3 The initial download shall reflect all data that is current as of one business day prior to the provision date.

13.7.2.4 BellSouth shall update, at Parity, the CNAM Database Information via downloads of all database changes (i.e., additions, deletions, and modifications) to MCIm on each business day. Upon request of MCIm, BellSouth shall provide a complete database download to ensure data accuracy, at the rates negotiated by the Parties or at the interim rate subject to true-up. If a BellSouth update corrupts or otherwise degrades the integrity of the database, because of an error or omission of BellSouth,

BellSouth shall provide a complete database download at no cost to MCIm.

13.7.2.5 Any download of information in the CNAM Database for Tennessee is provided to MCIm only for MCIm to provide telecommunications services MCIm shall not use the data for any other purpose, including but not limited to (1), disclosing such information to third parties or affiliates, except to provide a telecommunications service, or (2) marketing any service of MCIm or any third party. BellSouth shall have the right to audit MCIm's use of the data to determine compliance with this Subsection. Such audit shall be performed at BellSouth's expense by an independent auditor, shall be based on a good faith belief that MCIm is not complying with this subsection, and shall be in accordance with Generally Accepted Auditing Standards (GAAS). The independent auditor shall keep MCIm's network and operational information strictly confidential, and shall only release the final audit results to BellSouth.

Section 14. Tandem Switching

14.1 Definition. Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).

14.2 Technical Requirements

14.2.1 Tandem Switching shall comply with the specifications set forth in Appendix 1 of this Attachment. Such specifications include, at a minimum, the following:

14.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

14.2.1.2 Based on the line class codes established by MCIm at the BellSouth end office, Tandem Switching shall provide screening and routing as designated by MCIm;

14.2.1.3 Tandem Switching shall provide recording of all billable events designated by MCIm;

14.2.1.4 When Technically Feasible, and requested via BFR by MCIm, Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features;